

RESOLUTION NO. 2014313

RE: AUTHORIZING ACQUISITION OF A PERMANENT EASEMENT OF REAL PROPERTY FOR DRAINAGE IMPROVEMENT ON A SECTION OF CR 41, CRUM ELBOW ROAD, TOWN OF HYDE PARK FROM MICHAEL C. ZAGORSKI AND MICHELE L. ZAGORSKI

Legislators HUTCHINGS and MICCIO offer the following and move its adoption:

WHEREAS, the Department of Public Works has proposed the improvement of a section of Crum Elbow Road, CR 41, in the Town of Hyde Park, which project includes the acquisition of a permanent easement of a 4,181 +/- square foot parcel to facilitate drainage improvement and continued maintenance thereon, and

WHEREAS, the Department of Public Works has determined that the improvement project (1) constitutes a Type II action pursuant to Article 8 of the Environmental Conservation Law and Part 617 of the NYCRR ("SEQRA"), and (2) will not have a significant effect on the environment, and

WHEREAS, it is the purpose of this Legislature in adopting this resolution to adopt and confirm the findings of the Department of Public Works, and

WHEREAS, the Department of Public Works has made a determination that in order to maintain said road, it is necessary to acquire a permanent easement on a portion of property presently owned by Michael C. Zagorski and Michele L. Zagorski, and

WHEREAS, a proposed Agreement to acquire a Permanent Easement between the County and the property owners is annexed hereto, and

WHEREAS, the property is a portion of parcel number 133200-6165-04-750144-0000, described as 4,181 +/- square feet more or less as shown on Map No. 1, Parcel No. 1, a copy is annexed hereto, and

WHEREAS, the Commissioner of Public Works has recommended that the subject property be purchased for the sum of \$11,100.00, plus up to \$1,000.00 for related expenses and that the terms and conditions of the Agreement be carried forth, now, therefore, be it

RESOLVED, that the County Executive is authorized to execute the Agreement to Purchase Real Property in substantially the form annexed hereto and all documents in connection with this acquisition, and be it further

Purchase Real Property, and such other documents as may be necessary to convey free and clear title to the County of Dutchess, that payment be made to the property owner in the sum of \$11,100.00, that the County reimburse Grantor for fees associated with the Release of Mortgage application, if any, and pay all necessary transfer tax and filing fees, and be it further

RESOLVED, that the terms and conditions of the aforementioned Agreement to Purchase Real Property be carried out by the Dutchess County Department of Public Works.

CA-212-14

CAB/ca/R-0939

11/14/14

Fiscal Impact: See attached statement

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 4th day of December 2014, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 4th day of December 2014.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

☐ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost \$ 12,100

Total Current Year Revenue \$ _____
and Source

Source of County Funds (check one): ☒ Existing Appropriations, ☐ Contingency,
☐ Transfer of Existing Appropriations, ☐ Additional Appropriations, ☐ Other (explain).

Identify Line Items(s):
H0451.5110.3250

Related Expenses: Amount \$ 1,000

Nature/Reason:
Anticipated Administrative Costs and Fees.

Anticipated Savings to County: _____

Net County Cost (this year): _____
Over Five Years: _____

Additional Comments/Explanation:

This fiscal impact statement pertains to the request for authorization to acquire a permanent easement to a 4,181+/- square foot parcel from Michael C. Zagorski and Michele L. Zagorski for a consideration of \$11,100.00.

The total current year cost includes \$1000 in related expenses.

Prepared by: Matthew W. Davis

EX. 2929

EXECUTED IN DUPLICATE

AGREEMENT TO PURCHASE REAL PROPERTY

Project: County Route 41 Crum Elbow Road PIN: N/A Map No(s): 1 Parcel(s): 1

This Agreement by and between Michael C. Zagorski and Michele L. Zagorski, husband and wife, hereinafter referred to as "Seller", and Dutchess County, hereinafter referred to as "Buyer", pertains to that portion of real property interest required for public right of way purposes only.

1. PROPERTY DESCRIPTION. The Seller agrees to sell, grant, convey:

- ☐ all right title and interest to ± square feet of real property, being the same lands designated as Parcel No(s). on Map No. , attached hereto as Exhibit "A".
- ☒ a permanent easement to 4181± square feet of real property, being the same lands designated as Parcel No(s). 1 on Map No. 1, attached hereto as Exhibit "A".
- ☐ a temporary easement to ± square feet of real property, being the same lands designated as Parcel No(s). on Map No. , attached hereto as Exhibit "A".

Located at 80 Crum Elbow Road in the Town of Hyde Park, Dutchess County, New York, further described as:

Being a portion of those same lands described in that certain Bargain and Sale Deed dated June 10, 1998, and recorded on June 23, 1998 in Liber 2011 of Deeds at Page 165 in the Office of the County Clerk for Dutchess County, New York (re. Tax Map No. 6165-04-750144), and being the same lands designated as Parcel(s) 1 on Exhibit "A", attached hereto.

- 2. IMPROVEMENTS INCLUDED IN THE PURCHASE.** The following improvements, if any, now in or on the property are included in this Agreement: Lawn, trees, asphalt, fencing, shrubs, fire pit and concrete drain pipe.
- 3. PURCHASE PRICE.** The total purchase price is ELEVEN THOUSAND, ONE HUNDRED AND NO/100 DOLLARS (\$11,100.00). This price includes the real property described in paragraph 1 and the improvements described in paragraph 2, if any, and the items described in paragraph 13, if any.
- 4. PAYMENT.** All by check at closing.
- 5. CLOSING DATE AND PLACE.** Transfer of Title shall take place at the Dutchess County Clerk's Office, or at another mutually acceptable location, on or about 90 days from the date of the fully approved agreement.
- 6. BUYER'S POSSESSION OF THE PROPERTY.** For fee simple acquisitions and permanent easements, the Buyer shall have possession of the property rights on the day payment is received by the Seller. Any closing documents received by the municipality prior to payment pursuant to paragraph 5 above, shall be held in escrow until such payment has been received by the Seller or the Seller's agent. All temporary easements shall commence within nine months of the temporary easement execution date. The term of the temporary easement(s) shall be for 2 years.
- 7. TITLE DOCUMENTS.** Buyer shall provide the following documents in connection with the sale:
 - A. Deed. Buyer will prepare and deliver to the Seller for execution at the time of closing all documents required to convey the real property interest(s) described in paragraph 1 above.
 - B. Abstract, Bankruptcy and Tax Searches, and Acquisition Map. Buyer will pay for a search of public deeds, court and tax records and will prepare a Title Certification Letter. Buyer will pay for and furnish to the Seller an acquisition map.

8. MARKETABILITY OF TITLE. Buyer shall pay for curative action, as deemed necessary by the Buyer, to insure good and valid marketable title in fee simple and/or permanent easement to the property. Such curative action is defined as the effort required to clear title, including but not limited to attending meetings, document preparation, obtaining releases and recording documents. The Seller shall be responsible for the cost to satisfy liens and encumbrances identified by the Buyer. Said cost shall be deducted from the amount stated in paragraph 3, and paid to the appropriate party by the Buyer at the time of closing.
9. RECORDING COSTS, TRANSFER TAX & CLOSING ADJUSTMENTS. Buyer will pay all recording fees and the real property transfer tax. The following, as applicable and as deemed appropriate by the Buyer, will be prorated and adjusted between Seller and Buyer as of the date of closing: current taxes computed on a fiscal year basis, excluding delinquent items, interest and penalties; rent payments; current common charges or assessments.
10. RESPONSIBILITY OF PERSONS UNDER THIS AGREEMENT; ASSIGNABILITY. The stipulations aforesaid shall bind and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.
11. ENTIRE AGREEMENT. This agreement when signed by both the Buyer and the Seller will be the record of the complete agreement between the Buyer and Seller concerning the purchase and sale of the property. No verbal agreements or promises will be binding.
12. NOTICES. All notices under this agreement shall be deemed delivered upon receipt. Any notices relating to this agreement may be given by the attorneys for the parties.
13. ADDENDA. The following Addenda are incorporated into this agreement:
☐ Cost to Cure ☐ Other _____

IN WITNESS WHEREOF, on this 17th day of October, 2014, the parties have entered into this Agreement.

Witness: _____

Grantor: _____

MICHAEL C. ZAGORSKI

Witness: _____

Grantor: _____

MICHELE L. ZAGORSKI

DUTCHESS COUNTY

Witness: _____

Grantee By: _____

Date: October 17, 2014

DUTCHESS COUNTY
DEPARTMENT OF PUBLIC WORKS
PERMANENT EASEMENT MAP

COUNTY ROUTE 41
CRUM ELBOW ROAD

MAP NO. 1
PARCEL NO. 1
SHEET 1 OF 2 SHEETS

MAP REFERENCE INFORMATION:

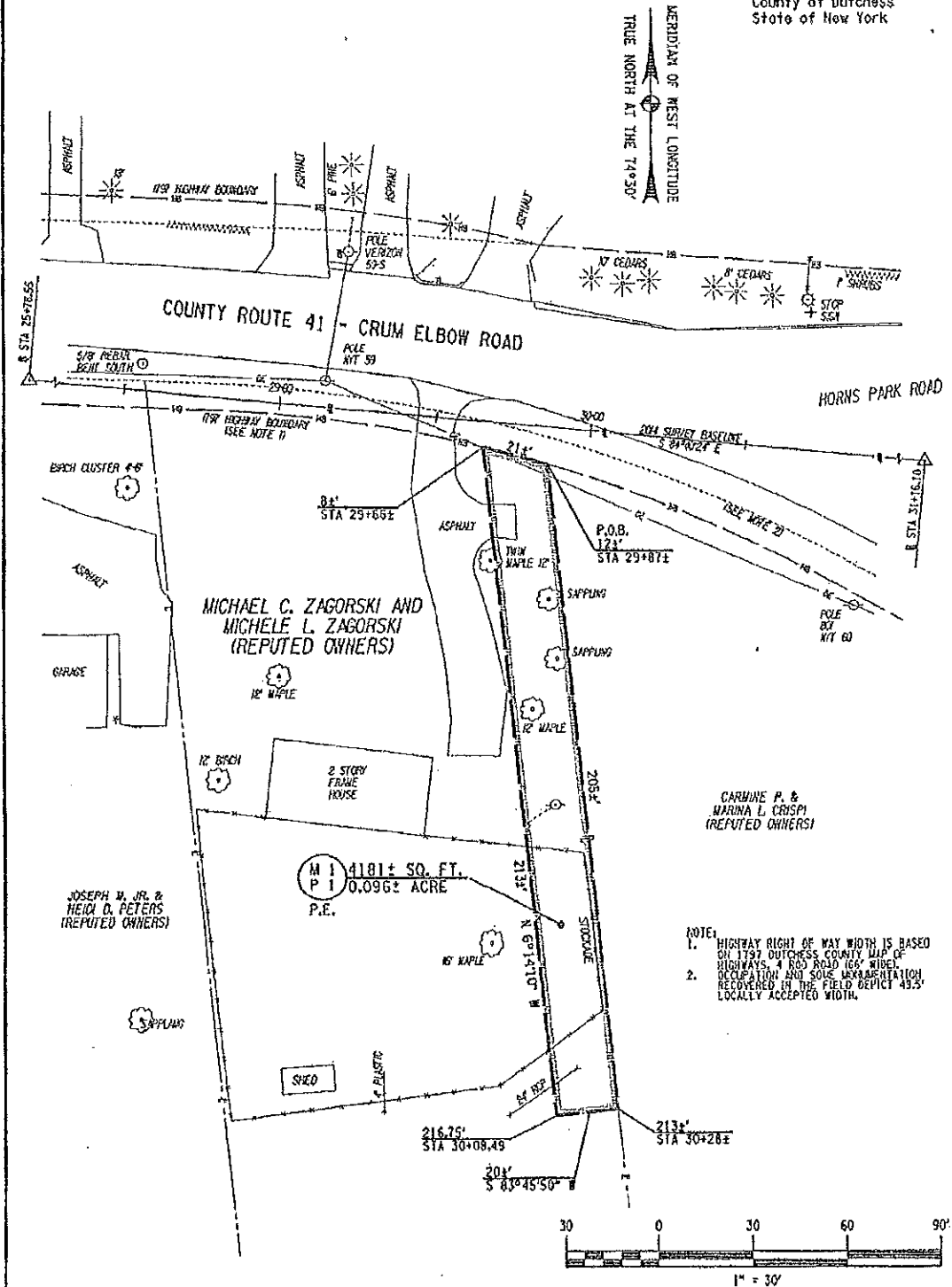
Being designated as Lot No. 2
of the Subdivision of Lands of
Carmine Crispi, Town of Hyde Park.

MICHAEL C. ZAGORSKI AND
MICHELE L. ZAGORSKI
(REPUTED OWNERS)

CCD L2011 P.165

PARCEL SUMMARY:
Type: P.E.

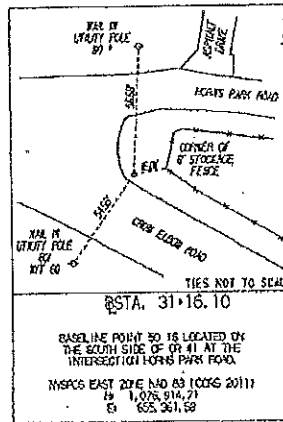
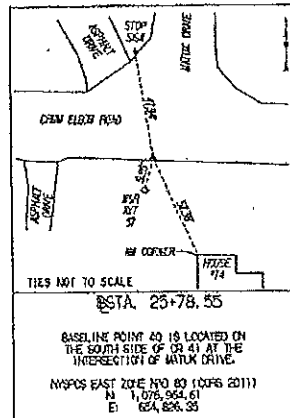
Portion of 2013 Tax
TA# 133200-6165-04-750144
Town of Hyde Park
County of Dutchess
State of New York



COUNTY ROUTE 41
CRUM ELBOW ROAD

DUTCHESS COUNTY
DEPARTMENT OF PUBLIC WORKS
PERMANENT EASEMENT MAP

MAP NO. 1
PARCEL NO. 1
SHEET 2 OF 2 SHEETS



PERMANENT EASEMENT FOR DRAINAGE PURPOSES

A permanent easement to be exercised in, on and over the property above delineated for the purpose of constructing, reconstructing and maintaining thereon a drainage pipe and appurtenances in and to all that place or parcel of property designated as Parcel No. 1, as shown on the accompanying map and further described as follows:

BEGINNING at a point on the southerly boundary of the existing County Route 41 (Crum Elbow Road) at its intersection with the division line between the lands of Carmine P. & Marlene L. Crisp (reputed owners) on the east and the lands of Michael C. Zagorski and Michele L. Zagorski (reputed owners) on the west, said point being 12± feet distant southerly, measured at right angles from station 29+87± of the hereinafter described survey baseline established for the proposed reconstruction of a portion of County Route 41 (Crum Elbow Road); thence southerly along said division line 205± feet to a point 213± feet distant southerly, measured at right angles from station 30+28± of said baseline; thence through said lands of Michael C. Zagorski and Michele L. Zagorski the following two (2) courses and distances: (1) South 83°45'50" West, 20± feet to a point 216.75 feet distant southerly, measured at right angles from station 30+08.49 of said baseline; and (2) North 6°14'10" West, 213± feet to a point on the first mentioned southerly boundary, said point being 8± feet distant southerly, measured at right angles from station 29+66± of said baseline; thence easterly along said southerly boundary 21± feet to the point of beginning, being 4.181± square feet, more or less.

RESERVING, however, to the owner of any right, title or interest in and to the property above delineated, and such owner's successors or assigns, the right of access and the right of using said property and such use shall not be further limited or restricted under this easement beyond that which is necessary to effectuate its purposes for, and as established by, the construction or reconstruction and as so constructed or reconstructed, the maintenance, of the herein identified project.

The above mentioned survey baseline is a portion of the 2014 baseline established for the proposed reconstruction of a portion of County Route 41 (Crum Elbow Road) and described as follows:

Beginning at Station 25+78.25; thence South 84°40'24" East to Station 31+16.10.

All bearings referred to True North at the 74°-30' Meridian of West Longitude.



"Unauthorized alteration of a survey map bearing a licensed land surveyor's seal is a violation of the New York State Education Law."

We, Erdaon Anthony, hereby certify that this map was prepared in accordance with the generally accepted professional standards for acquisition mapping in New York State.

Date June 13 2014

Peter D. Logar
Peter D. Logar
P.L.S. License No. 050787

MICHAEL C. ZAGORSKI AND
MICHELE L. ZAGORSKI
(REPUTED OWNERS)